

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

VERSATA SOFTWARE, INC. *et al.*,

Plaintiffs,

v.

Case No. 15-cv-10628

(*consolidated with Case No. 15-11264*)

Hon. Matthew F. Leitman

FORD MOTOR COMPANY,

Defendant.

_____ /

VERDICT FORM

I. Versata's Breach of Contract Claim Against Ford

A

1. Did Ford breach the MSSA by misusing and disclosing confidential information?

Yes X

No _____

If you answered yes Question 1, continue to Question 2.

If you answered no to Question 1, skip to Question 3.

2. What amount, if any, fairly compensates Versata for the damages it suffered as a result of the breach listed in Question 1?

\$ 31,350,000

B

3. Did Ford breach the MSSA by reverse engineering Versata's software for its own commercial use?

Yes X

No _____

If you answered yes to Question 3, continue to Question 4.

If you answered no to Question 3, skip to Question 5.

4. What amount, if any, fairly compensates Versata for the damages it suffered as a result of the breach listed in Question 3?

\$ 50,160,000

C

5. Did Ford breach the MSSA by refusing to permit Versata to exercise its audit and/or verification rights under the contract, and/or by continuing to use Versata's software without a license and without payment of licensing fees?

Yes X

No _____

If you answered yes to Question 5, continue to Question 6.

If you answered no to Question 5, stop here, answer no further questions in this section, and skip to Part II.

6. What amount, if any, fairly compensates Versata for the damages it suffered as a result of the breach listed in Question 5?

\$ 750,000

Go to Part II.

II. Ford's Breach of Contract Claim Against Versata

7. Did Versata breach Addendum #1 to Subscription Schedule #4 to the MSSA by prohibiting Ford from continuing to use the ACM software from January 15, 2015 to December 31, 2015?

Yes _____

No X

If you answered yes Question 7, continue to Question 8.

If you answered no to Question 7, stop here, answer no further questions in this section, and skip to Part III.

8. What amount, if any, fairly compensates Ford for the damages it suffered as a result of the breach listed in Question 7?

\$ 0

Go to Part III.

III. Trade Secret Misappropriation

A. The Grid

1. Did Versata establish that the Grid was a Versata combination trade secret?

Yes X

No _____

If you answered yes to Question 1, continue to Question 2.

If you answered no to Question 1, skip to Question 6.

2. Did Versata establish that Ford misappropriated the Grid trade secret?

Yes X

No _____

If you answered yes to Question 2, continue to Question 3.

If you answered no to Question 2, skip to Question 6.

3. What amount, if any, fairly compensates Versata for the damages it suffered as a result of Ford's misappropriation of the Grid trade secret?

\$ 10,145,000

4. Was Ford's misappropriation of the Grid trade secret willful and malicious?

Yes _____

No X

If you answered yes to Question 4, continue to Question 5.

If you answered no to Question 4, skip to Question 6.

5. What amount, if any, of exemplary damages do you award for Ford's willful and malicious misappropriation of the Grid trade secret? This figure may be up to two times the number you entered for Question 3, above.

\$ Ø

B. Buildability

6. Did Versata establish that Buildability was a Versata combination trade secret?

Yes X

No _____

If you answered yes to Question 6, continue to Question 7.

If you answered no to Question 6, skip to Question 11.

7. Did Versata establish that Ford misappropriated the Buildability trade secret?

Yes X

No _____

If you answered yes to Question 7, continue to Question 8.

If you answered no to Question 7, skip to Question 11.

8. What amount, if any, fairly compensates Versata for the damages it suffered as a result of Ford's misappropriation of the Buildability trade secret?

\$ 4,494,000

9. Was Ford's misappropriation of the Buildability trade secret willful and malicious?

Yes _____

No X

If you answered yes to Question 9, continue to Question 10.

If you answered no to Question 9, skip to Question 11.

10. What amount, if any, of exemplary damages do you award for Ford's willful and malicious misappropriation of the Buildability trade secret? This figure may be up to two times the number you entered for Question 8, above.

\$ _____

C. Workspaces

11. Did Versata establish that Workspaces was a Versata combination trade secret?

Yes X

No _____

If you answered yes to Question 11, continue to Question 12.

If you answered no to Question 11, skip to Question 16.

12. Did Versata establish that Ford misappropriated the Workspaces trade secret?

Yes X

No _____

If you answered yes to Question 12, continue to Question 13.

If you answered no to Question 12, skip to Question 16.

13. What amount, if any, fairly compensates Versata for the damages it suffered as a result of Ford's misappropriation of the Workspaces trade secret?

\$ 7,707,000

14. Was Ford's misappropriation of the Workspaces trade secret willful and malicious?

Yes _____

No X

If you answered yes to Question 14, continue to Question 15.

If you answered no to Question 14, skip to Question 16.

15. What amount, if any, of exemplary damages do you award for Ford's willful and malicious misappropriation of the Workspaces trade secret? This figure may be up to two times the number you entered for Question 13, above.

\$ 0

D. MCA

16. Did Versata establish that MCA was a Versata combination trade secret?

Yes

No X

If you answered yes to Question 16, continue to Question 17.

If you answered no to Question 16, answer no further questions.

17. Did Versata establish that Ford misappropriated the MCA trade secret?

Yes

No X

If you answered yes to Question 17, continue to Question 18.

If you answered no to Question 17, answer no further questions.

18. What amount, if any, fairly compensates Versata for the damages it suffered as a result of Ford's misappropriation of the MCA trade secret?

\$ 0

19. Was Ford's misappropriation of the MCA trade secret willful and malicious?

Yes _____

No X

If you answered yes to Question 19, continue to Question 20.

If you answered no to Question 19, answer no further questions.

20. What amount, if any, of exemplary damages do you award for Ford's willful and malicious misappropriation of the MCA trade secret? This figure may be up to two times the number you entered for Question 18, above.

\$ 0

You are done.

Dated: 10-26-22

s/Jury Foreperson

In compliance with the Privacy Policy adopted by the Judicial Conference, the verdict form with the original signature has been filed under seal.